



LOWELL PUBLIC SCHOOLS
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To: Superintendent of Schools
From: Chief Operating Officer
Date: February 23, 2022
Re: Paraprofessional Substitute Pay- Request Increase

We have engaged in negotiations with the UTL regarding paraprofessional compensation related to the recent increases in day-to-day pay for substitutes within Lowell Public Schools. I request that the Committee approve the attached MOA which would result in a temporary change in Article XXVIII, "Substituting" retroactively from February 7, 2022 to the end of this school year.

In some cases, considering the new daily rate for substitutes, a paraprofessional who is substituting for a teacher, may make less per day in pay until the 15th day of substituting is reached (not including the value of benefits, health insurance, sick days, retirement, etc.). This temporary amendment, which sunsets at the end of this school year, aims to work to bridge that gap, during a time when the substitute pay has been temporarily doubled until the end of the school year.

This amendment would result in a doubling of the extra compensation a paraprofessional received for any period over 3 hours to 15 days of substituting from the current \$40 a day to \$80 a day.

MEMORANDUM OF AGREEMENT

This AGREEMENT (hereinafter “the Agreement”) is being entered into by and between the Lowell School Committee (hereinafter, “the School Committee”) and the United Teachers of Lowell (hereinafter, “Union”).

WHEREAS, the Union and the School Committee are parties to the Collective Bargaining Agreement which expires on June 30, 2023 (hereinafter, “the Contract”) and have negotiated in good faith over terms of work and pay for Paraprofessionals within Lowell Public Schools;

WHEREAS, the School Committee and the Union agreed to incorporate the following language into the Collective Bargaining Agreement on August 25, 2021:

“In cases where a paraprofessional, for a period of more than 15 school days in a row, has solely been responsible for preparation of curriculum, instruction, grading and parent conferences, the paraprofessional shall receive \$125/day in addition to their regular paraprofessional compensation with the full value of the total additional amount intended to be retirement eligible. The agreed upon payment is contingent upon the paraprofessional’s submission of an agreed upon form, to the school office, at the beginning of the next school day when the paraprofessional is present at the school. This provision is understood to replace the related existing language within the expiring CBA.”

WHEREAS, on February 2, 2022 the School Committee, in an effort to recruit more substitutes into the schools, approved increasing the rates for substituting to \$220/\$240/\$260 from \$95/110/120/day effective February 7, 2022. While the increase in substituting compensation has resulted in a wave of new substitute applications (48 thus far and 20 more scheduled to finalize applications over the next two weeks) and greatly benefitted the system, it has resulted in some situations where substitutes, are earning more compensation per day (not counting benefits) than paraprofessionals doing the same duties, if within the first 15 days of the paraprofessional’s substituting period. While this substitute compensation is day-to-day, temporary, and unbenefited, the Parties aim to bridge this gap with this Agreement during periods less than 15 days.

NOW THEREFORE, the School Committee and the Union hereby agree to following modifications of the Contract only for the time period of February 7, 2022 to the end of this school year for the remainder of the 2021/2022 school year (when the new substitute rate expires):

1. Amend Article XXVII, “Substituting” to provide \$80/day, instead of \$40/day, in addition to their regular compensation for any paraprofessional for any given day during which the paraprofessional substitutes for a teacher for a total of three (3) or more hours.

IN WITNESS WHEREOF, all parties have set their hand and seal to this Agreement as of the dates indicated below.

LOWELL SCHOOL COMMITTEE,

By Joel D. Boyd, Ed.D.
Duly Authorized Representative of the School Committee
Per vote of the Lowell School Committee on _____

UNITED TEACHERS OF LOWELL,

By PAUL GEORGES, President

MEMORANDUM OF AGREEMENT

This AGREEMENT (hereinafter "the Agreement") is being entered into by and between the Lowell School Committee (hereinafter, "the School Committee") and the United Teachers of Lowell (hereinafter, "Union").

WHEREAS, the Union and the School Committee are parties to the Collective Bargaining Agreement which expired on June 30, 2020 (hereinafter, "the Contract");

WHEREAS, the School Committee and the Union have negotiated in good faith over terms of work for paraprofessionals who serve as long term substitutes for teachers and the impacts that this service has on their retirement credit and eligibility.

WHEREAS, the School Committee and the UTL have negotiated the following language to address the previous practice of paraprofessionals having to consider whether to re-sign from their paraprofessional position in order to serve as a teacher in order to capture all credit for their retirement, and also to provide paraprofessionals with an incentive to serve as teachers when they are needed and qualified to do so.

NOW THEREFORE, the School Committee and the Union hereby agree to following modifications of Contract:

1. In cases where a paraprofessional, for a period of more than 15 school days in a row, has solely been responsible for preparation of curriculum, instruction, grading and parent conferences, the paraprofessional shall receive \$125/day in addition to their regular paraprofessional compensation with the full value of the total additional amount intended to be retirement eligible. The agreed upon payment is contingent upon the paraprofessional's submission of an agreed upon form, to the school office, at the beginning of the next school day when the paraprofessional is present at the school. This provision is understood to replace the related existing language within the expiring CBA.
2. This agreement will become incorporated into any successor agreement to the Collective Bargaining Agreement which expired on June 30, 2020.

IN WITNESS WHEREOF, all parties have set their hand and seal to this Agreement as of the dates indicated below.

LOWELL SCHOOL COMMITTEE


By Joel D. Boyd, Ed.D.

Duly Authorized Representative of the School Committee Per vote of the Lowell School Committee on August 25, 2021

UNITED TEACHERS OF LOWELL


By PAUL GBORGES, President

Date: 9/28/2021

- Page 1 reflects page 2
- Page 3 remains

ARTICLE XXVIII

Substituting

(Page 14)

Add the following new paragraphs 3 and 4

In cases where a paraprofessional becomes a long-term substitute teacher (LTS) for a period of more than 15 school days school, and has assumed teaching duties in their entirety, including but not limited to preparation of curriculum, instruction, grading and parent conferences, the paraprofessional shall be compensated at a rate at least equivalent to BA Year One on the Teacher Collective Bargaining salary grid. If the position is for a teacher on unpaid leave, or an open position, *the paraprofessional shall be placed on the appropriate step and column of the teacher salary grid but not less than the equivalent of BA Year One.*

Accrued sick leave as a paraprofessional is available in cases involving illness or FMLA leave. Time served as a LTS will not constitute a break in service as a paraprofessional and will be included in their seniority. All other provisions of the teacher contract will be in effect for the duration of the LTS assignment. *When the LTS assignment ends, the paraprofessional will return to the previously held position and school.*

3 years of service - .9%
4 years of service- 1.2%
5 years of service - 1.5%
6 years of service- 1.8%
7 years of service - 2.1%
8 years of service - 2.4%
9 years of service - 2.7%
10 years of service - 3.0%

The incremental benefit based on three tenths of one percent for each year of service shall continue for all years of service.

* *The longevity benefit for employees employed, through June 30, 1989 shall be frozen at the dollar amount (after the retroactive salary increase for that period) paid through this period. No new employees in the Unit shall be eligible for this benefit.

ARTICLE XXVIII Substituting

Any paraprofessional who performs the function of a substitute teacher shall receive a forty-dollar (\$40) bonus per day in addition to their regular compensation.

The forty-dollar (\$40) per day of additional paraprofessional compensation shall be paid to a paraprofessional for any given day during which the paraprofessional substitutes for a teacher for a total of three (3) or more hours. Substituting for a teacher means that the paraprofessional is acting in place of a teacher and therefore acts as the adult in charge of the class of students. The agreed upon payment is contingent upon the paraprofessional's submission of an agreed upon form, to the school office, at the beginning of the next school day when the paraprofessional is present at the school.

ARTICLE XXIX Course Reimbursement

Tuition reimbursement of up to \$1000.00 shall be paid to paraprofessionals taking courses in a field relating to education, at an accredited college or university (of their choice) approved in advance by the Superintendent. This reimbursement will be paid for courses taken in the fiscal year in which applicable credit is earned, and payment shall be made upon submission of proof of successful completion of such courses.

Paraprofessionals shall have the choice of in-service course(s) and/or course(s) at an accredited institution(s).

This provision shall be funded at the rate of \$50,000 per fiscal year. This amount shall be non-cumulative.